

**COUNTY OF YORK**  
**STORMWATER MANAGEMENT/BMP MAINTENANCE AND ACCESS**  
**EASEMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between \_\_\_\_\_ hereinafter referred to as the “Developer” and the COUNTY OF YORK, Virginia, a political subdivision of the Commonwealth of Virginia, its successors and assigns, hereinafter referred to as the “County”.

**WITNESSETH:**

WHEREAS, the Developer is the owner of a certain parcel or parcels of land located in the County bearing GPIN Number(s) \_\_\_\_\_, and being the same property acquired by the Developer by deed recorded as Instrument Number \_\_\_\_\_ among the York County land records, hereinafter collectively referred to as the “Property”; and

WHEREAS, the Property is being developed by the Developer into a project known and designated as \_\_\_\_\_, and has had prepared a subdivision development plan or a site plan for the said development prepared \_\_\_\_\_ by \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the “Plan”, which has been approved by the County, and is on file in the York County Department of Environmental and Development Services (EDS), and is incorporated herein by reference; and

WHEREAS, the County requires that on-site stormwater management/BMP facilities be constructed and adequately maintained by the Developer, its successors and assigns;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Developer, its successors and assigns, including without limitation any homeowner’s association or similar entity created for the purpose of owning or operating any common areas created for the Project, and the owners of any and all residential lots created as a

result of the proposed subdivision of the Property, shall maintain the stormwater management/BMP facilities in good working condition, acceptable to the County, so that they are performing their design functions.

3. The Developer, its successors and assigns, at its sole expense hereby agrees to cause the stormwater management/BMP facilities to be inspected by a professional engineer licensed to practice as such by the Commonwealth of Virginia, at such regular intervals as deemed necessary by the County. Such inspections shall either determine that the stormwater management/BMP facilities continue to meet the design specifications as shown on the Plan or else indicate what corrective measures must be taken to return the facilities to the original design specifications as shown on the Plan. The Developer, its successors and assigns, shall provide a written copy of the inspection certified by the professional engineer to the County. The County shall make the final determination of the need for and extent of corrective measures and the County shall in no way be bound by the inspection or recommendations of the professional engineer.

4. The Developer, its successors and assigns, hereby grants permission to the County, its authorized agents and employees, to enter upon the Property, and to inspect the stormwater management/BMP facilities whenever the County deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the County shall give the Developer, its successors and assigns, copies of the inspection report with findings and evaluations.

5. The County may order in writing the Developer, its successors and assigns, to take any corrective measures which the County deems necessary to maintain the stormwater management/BMP facilities in good working order. If a homeowners association or similar entity has been formed for the purpose of owning and/or managing the common areas in the Project, such notice shall be given to the homeowners association, and shall be deemed thereby to have been delivered to the owners of all parcels and lots in the Project. In the event the Developer, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps it deems necessary to maintain said stormwater management/BMP facilities and charge the costs of the repairs to the Developer, its successors

and assigns. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the land of the Developer outside of an easement belonging to the County. It is expressly understood and agreed that the County is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

6. The Developer, its successors and assigns, will perform maintenance in accordance with the maintenance scheduled for the stormwater management/BMP facilities including sediment removal as outlined on the approved Plan.

7. In the event the County pursuant to this Agreement, performs work of any nature, use of equipment, supplies, materials, and the like, the Developer, its successor and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all costs incurred by the County hereunder.

8. The Developer, its successors and assigns, shall indemnify and hold harmless the County and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County for the construction, presence, existence or maintenance of the stormwater management/BMP facilities by the Developers, its successors and assigns. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Developers, their successors and assigns, and they shall defend at their own expense, any suit based on such claim. If any judgment or claims against the County, its agents or employees shall be allowed, the Developer, its successors and assigns shall pay all costs and expenses in connection therewith.

9. This Agreement shall be recorded with the land records of York County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Developer and the Developer's successors and assigns

10. The County may assign or convey its benefits hereunder to another governmental entity or agency without the necessity of the consent of Developer.

WITNESS the following signatures and seals:

**DEVELOPER:**

By: \_\_\_\_\_(SEAL)

**COMMONWEALTH OF VIRGINIA**

\_\_\_\_\_ of \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing instrument bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Registration Number

\_\_\_\_\_  
Notary Public

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**COUNTY OF YORK  
ENVIRONMENTAL AND DEVELOPMENT SERVICES:**

\_\_\_\_\_(SEAL)  
(Signature)

\_\_\_\_\_  
(Type or Print Name/Title)

**COMMONWEALTH OF VIRGINIA**

\_\_\_\_\_ of \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing instrument bearing date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Registration Number

\_\_\_\_\_  
Notary Public

Approved as to form:

\_\_\_\_\_  
County Attorney